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INTERSTATE COMMERCE COMMISSION

EQUIPMENT TRUST AGREEMENT

dated as of June 2, 1975

between

UNITED STATES TRUST COMPANY OF NEW YORK,

Trustor

and

PROVIDENT NATIONAL BANK,

Trustee

PENNSYLVANIA POWER & LIGHT COMPANY

153 One Hundred-Ton Steel Triple

Hopper Coal Cars

Filed and recorded with the Interstate Commerce
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EQUIPMENT TRUST AGREEMENT

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EQUIPMENT TRUST AGREEMENT

EQUIPMENT TRUST AGREEMENT dated as of June 2, 1975, between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation ("Trustor"), and PROVIDENT NATIONAL BANK, a national banking association ("Trustee").

ARTICLE I

Definitions

SECTION 1.01. For all purposes of this Trust Agreement the following terms shall have the following meanings:

(a) Assignment shall mean the Purchase Order Assignment to be dated as of the date hereof and to be executed and delivered by Lessee and the Trustee in substantially the form of Exhibit II to the Finance Agreement, together with the Consent and Agreement to said Purchase Order Assignment to be executed by the Builder in substantially the form set forth in said Exhibit II as said form of said Purchase Order Assignment and Consent and Agreement may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms of this Trust Agreement.

(b) Certificates shall mean the Equipment Trust Certificates.

(c) Closing Date shall have the meaning defined in the Finance Agreement.

(d) Equipment Trust Certificates shall mean the Equipment Trust Certificates substantially in the form thereof set forth in Section 3.01(b), issued by the Trustee to or on the order of each Loan Participant pursuant to Article IV, and shall include any certificate issued in exchange therefor or replacement thereof pursuant to Sections 3.07 or 3.08.

(e) Finance Agreement shall mean the Finance Agreement dated as of the date hereof among Lessee, the Trustee and the Participants, as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof, provided a signed copy of such supplement, amendment, waiver or modification has been delivered to the Trustee as provided in Section 10 of such Finance Agreement.

(f) Holder shall be any person in whose name a Certificate is registered in the register maintained pursuant to Section 3.07(a).

(g) Lease shall mean the Lease of Railroad Equipment to be dated as of the date hereof and to be entered into by the Trustee and Lessee in substantially the form of Exhibit III to the Finance Agreement, as said Lease may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms of this Trust Agreement.

(h) Loan Participant shall mean and include each of Jefferson Standard Life Insurance Company and American United Life Insurance Company and its successors and assigns.

(i) Majority in Interest of Participants as of a particular date of determination shall mean (i) the holders of more than sixty-five (65) percent in aggregate unpaid principal amount of all Certificates, if any, outstanding as of such date or, if no Certificates have been issued, the Loan Participants and (ii) the Trustor, provided, however, that during any period during which an Event of Default shall have occurred and be continuing after the issuance of any Certificate, or during any period commencing three (3) days after any payment of principal of or interest on any Certificate shall not have been paid when due for any reason and continuing thereafter until payment in full of any principal of and interest on any Certificates which shall be overdue, Majority in Interest of Participants shall mean the holders of more than sixty-five (65) percent in aggregate unpaid principal amount of all Certificates outstanding as of the date of determination.

(j) Participant shall mean and include each Loan Participant and the Trustor.

(k) Payment Date shall mean any date specified for the payment of semi-annual installments of interest and principal on the Certificates.

(l) Trust Estate shall mean all estate, right, title and interest of the Trustee in and to the Units, the Lease, the Purchase Order and the Assignment, including, but without limitation, (i) all amounts of Basic Rent, Supplemental Rent, insurance proceeds and requisition, indemnity or other payments of any kind for or with respect to any Unit and (ii) any and all payments or proceeds received by the Trustee after the termination of the Lease with respect to any Unit as the result of the sale, lease or other disposition thereof.

SECTION 1.02. For all purposes of this Trust Agreement the following terms shall have the meanings defined in the Lease: Adjusted Purchase Price, Basic Rent, Builder, Casualty Occurrence, Casualty Value, Certificate of Cost, Certificate of Delivery, Event of Default, Final Payment, Lessee, Purchase Order, Purchase Price, Rent, Rental Payment Date, Supplemental Rent, Termination Value and Unit.

ARTICLE II

Authority to Execute; Declaration of Trust

SECTION 2.01. The Trustor hereby authorizes and directs the Trustee to execute and deliver the Finance Agreement, the Assignment and the Lease and to exercise the rights and perform the duties of the assignee under the Assignment and of lessor under the Lease as set forth in this Trust Agreement.

SECTION 2.02. The Trustee hereby declares that it will hold the Trust Estate upon the trusts hereinafter set forth, subject to, and in accordance with, the terms of Article V hereof, first, for the ratable use and benefit of the holders of the Certificates (other than indemnities payable to or for the benefit of the Trustor, the Trustee or the Trust Estate pursuant to Section 12(a) of the Lease) and, second, for the use and benefit of the Trustor, all as more particularly set forth in said Article V. By its execution of this Trust Agreement, the Trustor authorizes and directs the Trustee to grant, and the Trustee, as Trustee for the Trustor, hereby grants to the Trustee, as Trustee for the Loan Participants, for the benefit of the holders of the Certificates, a security interest in the Trust Estate (other than indemnities payable to or for the benefit of the Trustor, the Trustee or the Trust Estate pursuant to Section 12(a) of the Lease) to secure the prompt payment of the indebtedness evidenced by the Certificates and the performance and observance by the Trustee of all of the agreements, covenants and provisions herein and in the Certificates contained, subject to the terms and conditions hereof.

ARTICLE III

The Certificates

SECTION 3.01. The Equipment Trust Certificates shall be substantially in the form set forth below:

[FORM OF EQUIPMENT TRUST CERTIFICATE]

PROVIDENT NATIONAL BANK

Trustee Under Equipment Trust Agreement

dated as of June 2, 1975

(PENNSYLVANIA POWER & LIGHT COMPANY)

153 One Hundred-Ton Steel Triple

Hopper Coal Cars

9 7/8% Equipment Trust Certificate

\$ _____, 19__

PROVIDENT NATIONAL BANK, as trustee ("Trustee") under the Equipment Trust Agreement dated as of June 2, 1975 ("Trust Agreement"; the defined terms therein not otherwise defined herein being herein used with the same meanings), between UNITED STATES TRUST COMPANY OF NEW YORK ("Trustor") and the Trustee, hereby promises to pay to _____

or registered assigns, the principal sum of \$ _____, together with interest on the amount of said principal sum remaining unpaid from time to time from the date of this Equipment Trust Certificate until payment in full of said principal sum at the rate of 9 7/8% per annum (computed on the basis of a 360-day year of twelve 30-day months), payable in forty (40) consecutive semi-annual payments of principal and interest, each such payment to be in an amount equal to the product obtained by multiplying the original principal amount hereof by the percentage specified in Schedule A hereto in respect of such payment (except that the last such payment shall be in an amount sufficient to discharge the accrued interest on, and unpaid principal of, this Equipment Trust Certificate), commencing January 1, 1976, and on each July and January thereafter.

This Equipment Trust Certificate, to the extent permitted by applicable law, shall bear interest at the rate of 10 7/8% per annum (computed as aforesaid) on any part of the principal or interest hereof not paid when due for any period during which the same shall be overdue.

All payments of principal, premium, if any, and interest hereunder and under the Trust Agreement shall be made only from the income and proceeds from the Trust Estate and without recourse against the Trustor or the Trustee in its individual capacity and only to the extent that the Trustee shall have sufficient income or proceeds from the Trust Estate to make such payments in accordance with the terms of Article V of the Trust Agreement; and each holder hereof, by its acceptance of this Equipment Trust Certificate, agrees that it will look solely to the income and proceeds from the Trust Estate to the extent available for distribution to the holder hereof as above provided and that neither the Trustor nor the Trustee is or shall be personally liable to the holder hereof for any amounts payable under this Equipment Trust Certificate or the Trust Agreement.

Principal, premium, if any, and interest shall be payable at the corporate trust office of the Trustee at 17th and Chestnut Streets, Philadelphia, Pennsylvania 19103, or at the office of any successor Trustee, in lawful money of the United States of America.

Each holder hereof by its acceptance of this Equipment Trust Certificate agrees that, except as otherwise provided in Section 3.05 of the Trust Agreement, each semi-annual payment and any other payment received by it hereunder shall be applied, first, to the payment of accrued interest on this Equipment Trust Certificate (as well as any interest on overdue principal or interest) to the date of such payment, second, to the payment of premium, if any, on this Equipment Trust Certificate, third, to the payment of the principal amount of this Equipment Trust Certificate then due and fourth, the balance, if any, remaining thereafter to the payment of the principal amount of this Equipment Trust Certificate remaining unpaid, in the manner set forth in Section 3.05 of the Trust Agreement.

This Equipment Trust Certificate is one of the Equipment Trust Certificates referred to in the Trust Agreement, which have been or are to be issued by the Trustee pursuant to the terms of the Trust Agreement. The rights of the Trustor under the Trust Agreement, as well as the beneficial interest of the Trustor in and to the Trust Estate, are subject and subordinate to the rights of the holders of the Equipment Trust Certificates to the extent provided in the Trust Agreement. Reference is hereby made to the Trust Agreement for a statement of the rights of the holder of this Equipment Trust Certificate and of the rights of the holders of any other Equipment Trust

Certificates and of the Trustor, as well as for a statement of the terms and conditions of the trusts created by the Trust Agreement, to all of which terms and conditions each holder hereof agrees by its acceptance of this Equipment Trust Certificate.

This Equipment Trust Certificate is subject to prepayment as provided in Section 3.02 of the Trust Agreement. As provided in Section 9.03 of the Trust Agreement, the Trustor may, after the Trustee, acting with the consent of a Majority in Interest of Participants pursuant to Section 6.01 thereof, has declared the Lease to be in default (unless such declaration has been rescinded), purchase all outstanding Equipment Trust Certificates, upon payment to holders thereof of the aggregate unpaid principal amount thereof, together with accrued interest (and premium, if any) thereon to the date of payment, plus all other sums then due and payable to such holders hereunder or under the Finance Agreement or under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Equipment Trust Certificate to be duly executed on its behalf by an authorized officer as of the date first above written.

PROVIDENT NATIONAL BANK,

Trustee

By _____

Authorized Officer

This Equipment Trust Certificate has not been registered under the Securities Act of 1933, as amended, and the sale, transfer or disposition of this Equipment Trust Certificate is subject to Section 3.07 of the Equipment Trust Agreement, dated as of June 2, 1975, pursuant to which this Equipment Trust Certificate was issued, copies of which Trust Agreement are on file at the corporate trust department of the Trustee.

Schedule A
to
Equipment Trust Certificate

PAYMENT SCHEDULE

<u>Payment No.</u>	<u>Percentage of Original Principal Amount</u>
1	6.503896%
2-18	6.490260%
19-24	4.821568%
25-31	4.058442%
32-39	3.636364%
40	5.194805%

SECTION 3.02. Subject to fulfillment of the conditions specified in Article IV, on the Closing Date (and, if applicable, on the Final Payment Date) there shall be issued to each Loan Participant a single Equipment Trust Certificate; payable to such Participant (or such other person as such Participant shall have designated in writing to the Trustee) in a principal amount equal to the amount of such Participant's loan on such date pursuant to Section 1 of the Finance Agreement. Each Certificate shall be payable as to principal and interest and otherwise as provided in the form thereof in Section 3.01. Each Equipment Trust Certificate is subject to prepayment in full with premium upon Lessee's election to terminate the Lease pursuant to Section 8 thereof. Such prepayment shall be made at the principal amount of the Equipment Trust Certificate so prepaid together with interest on such principal amount accrued to the date fixed for such prepayment, plus the premium, which shall be a percentage of such principal amount and which shall be 5% on the twentieth Payment Date and shall decline by .25% on each subsequent Payment Date thereafter to 0% on the last Payment Date. Each Equipment Trust Certificate is also subject to prepayment in whole or in part without premium as the result of a Casualty Occurrence.

SECTION 3.03. All payments to be made under the Certificates and under this Trust Agreement shall be made only from the income and the proceeds from the Trust Estate and only to the extent that the Trustee shall have sufficient income or proceeds from the Trust Estate to make such payments in accordance with the terms of Article V hereof. Each holder of a Certificate, by its acceptance thereof, agrees that it

will look solely to the income and proceeds from the Trust Estate and without recourse against the Trustor or the Trustee in its individual capacity to the extent available for distribution to such holder as above provided and that neither the Trustor nor the Trustee is or shall be personally liable to the holder of any Certificate for any amounts payable under the Certificates or, except as provided in Sections 7.01 and 7.03 with respect to the Trustee and Section 8.02 and Article IX with respect to the Trustor, this Trust Agreement.

SECTION 3.04. The principal of and interest (and premium, if any) on each Certificate and the amounts payable to the Trustor pursuant to this Trust Agreement will be payable at the office of the Trustee referred to in Section 12.05, in lawful money of the United States of America. Notwithstanding the foregoing or any provision in any Certificate to the contrary, the Trustee will pay, unless otherwise directed by such holder or the Trustor by written notice to the Trustee, all amounts payable by the Trustee to the holder of a Certificate or a designee or nominee therefor or to the Trustor (including all amounts distributed pursuant to Article V of this Trust Agreement) (i) by crediting the amount to be distributed to the Trustor to its account maintained with the Trustee and (ii) by transferring by wire the amount to be distributed to such holder of an Equipment Trust Certificate to its account at such bank in the United States, including a Federal Reserve Bank, as shall have been specified by such holder for credit to its account maintained at such bank, without any presentment or surrender of any Certificate, except that in the case of the final payment in respect of any Certificate, such Certificate shall be surrendered to the Trustee. The Trustee may deem and treat the person in whose name any Certificate shall have been issued by the Trustee as the absolute owner and holder of such Certificate for the purpose of receiving payment of all amounts payable by the Trustee with respect to such Certificate and for all other purposes, unless and until there is full compliance with the provisions of Section 3.07.

SECTION 3.05. In the case of each Equipment Trust Certificate, each payment of principal and interest and any other payments made thereunder (other than any amounts distributed by the Trustee pursuant to clause "third" of Section 5.02 or clause "second" of Sections 5.03 and 5.06) shall be applied, first, to the payment of accrued interest on such Equipment Trust Certificate to the date of such payment, second, to the payment of premium, if any, on such Equipment Trust Certificate, third, to the payment of the principal amount

of such Equipment Trust Certificate then due thereunder and fourth, the balance, if any, remaining thereafter to the payment of the principal amount of such Equipment Trust Certificate remaining unpaid. For the purpose of computing the amount of each semi-annual payment of such Equipment Trust Certificate becoming due after any partial prepayment thereof as a result of a Casualty Occurrence affecting less than all Units then subject to the Lease, the "original principal amount" of such Certificate shall be deemed to have been reduced in proportion to the ratio of the Adjusted Purchase Price of the Units affected by such Casualty Occurrence to the Adjusted Purchase Price of all Units subject to the Lease immediately prior to such Casualty Occurrence.

SECTION 3.06. A holder of a Certificate shall have no further beneficial interest in, or other right with respect to, the Trust Estate when and if the principal of and interest on all Certificates held by such holder and all other sums payable to such holder hereunder, under the Lease, the Finance Agreement and such Certificates shall have been paid in full.

SECTION 3.07. (a) The Trustee shall maintain a register for the purpose of registering transfers and exchanges of Certificates. A holder of a Certificate intending to transfer any or all of the Certificates shall (x) surrender such Certificate or Certificates to the Trustee at its office referred to in Section 12.05, together with a written instrument of transfer with signature guaranteed and direction from such holder for the issuance of a new Certificate or Certificates, specifying the denomination or denominations of the same and the name and address of the payee or payees, and (y) deliver to the Trustee (at such holder's expense) an opinion of counsel satisfactory to the Trustee to the effect that such transfer may be made by the holder of such Certificate or Certificates without violation of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or the registration provisions of the Securities Act of 1933, as amended (the "Securities Act"). The right of such Participant or other holder of a Certificate to transfer such Certificate, as expressed herein, shall be subject to the foregoing and no transfer may be made except on the register maintained by the Trustee and unless evidence of compliance with the foregoing shall have been delivered to the Trustee.

(b) The Certificates are being issued under this Trust Agreement pursuant to the express understanding, and specific representation and warranty made by each Loan Participant in the Finance Agreement, that (i) such Participant is acquiring each Certificate for its own account; and (ii) in each case, each Certificate is being acquired for investment

and not with a view to the distribution thereof or with any present intention of selling such Certificate, provided that, subject to applicable federal and state securities laws, the disposition of such Certificate shall at all times be within its control. Such Participant and every subsequent holder of a Certificate shall by its acceptance of a Certificate issued under this Trust Agreement be deemed to have represented and warranted to the Trustee that it will make no sale or other distribution of the Certificate or Certificates issued to it, in whole or in part, in violation of the Trust Indenture Act or the registration provisions of the Securities Act. Each Certificate issued under this Trust Agreement shall bear a legend substantially as follows:

"This Equipment Trust Certificate has not been registered under the Securities Act of 1933, as amended, and the sale, transfer or disposition of this Equipment Trust Certificate is subject to Section 3.07 of the Equipment Trust Agreement, dated as of June 2, 1975, pursuant to which this Equipment Trust Certificate was issued, copies of which Trust Agreement are on file at the corporate trust department of the Trustee."

(c) Promptly upon compliance with subsection (a) of this Section the Trustee will issue a new Certificate or Certificates of the same nature, in the same aggregate original face amount, dated the same date or dates as the Certificate or Certificates surrendered, and in such denomination or denominations and payable to such subsequent holder as shall be specified in the written direction from such holder. Nothing herein contained shall prevent any holder of Certificates from consolidating such Certificates of the same nature into a lesser number of Certificates of the same nature. The Trustee shall make a notation on each new Certificate of the amount of all payments or prepayments of principal previously made on the old Certificate or Certificates with respect to which such new Certificate is issued and of the then outstanding principal amount of the new Certificate and the date to which interest of such old Certificate or Certificates has been paid. The Trustee shall not be required to exchange or transfer any surrendered Certificate as above provided during the five-day period preceding the due date of any payment on such Certificate.

SECTION 3.08. If any Certificate shall become mutilated, destroyed, lost or stolen, the Trustee shall, upon the written request of the holder of such Certificate and compliance with the other conditions of this Section, execute and deliver in replacement thereof a new Certificate of the same

nature, payable in the same original principal amount, dated the same date as the Certificate so mutilated, destroyed, lost or stolen. If the Certificate being replaced has become mutilated, such Certificate shall be surrendered to the Trustee. If the Certificate being replaced has been destroyed, lost or stolen, the holder of such Certificate shall furnish to the Trustee such security or indemnity as may be required by the Trustee to save the Trustee harmless, and evidence satisfactory to the Trustee of the destruction, loss or theft of such Certificate and of the ownership thereof; provided, however, that if the holder of such Certificate is an original Participant, the written undertaking of such Participant delivered to the Trustee shall be sufficient security and indemnity.

SECTION 3.09. Upon the issuance of a new Certificate or Certificates pursuant to Sections 3.07 or 3.08, the Trustee may require from the holder of the new Certificate the payment of a sum to reimburse it for, or to provide funds for, the payment of any tax or other governmental charge or any charges and expenses connected therewith paid or payable by the Trustee.

ARTICLE IV

Acceptance and Delivery of Units; Issuance of Certificates

SECTION 4.01. (a) The Trustor hereby authorizes and directs the Trustee to, and the Trustee agrees that upon receipt of a Certificate of Delivery executed pursuant to Section 2 of the Lease on the Closing Date it will, subject to due compliance with the terms of Section 4.02(a):

(i) authorize a representative of the Trustee (who shall be an agent or employee of Lessee identified to the Trustee by Lessee) to accept delivery of the Units;

(ii) execute and deliver to Lessee the statement required by Section 4(a)(j) of the Finance Agreement;

(iii) accept from the Builder the bill of sale with respect to the Units required under the Finance Agreement;

(iv) make payment, to the extent received by the Trustee, in funds of the type received from the Participants, as follows:

first, to Lessee, the aggregate amount of any advance payments made by Lessee to the Builder pursuant to the Purchase Order, as shown in an invoice from the Builder delivered to the Trustee on or prior to the Closing Date and certified correct by Lessee in the Certificate of Cost delivered to the Trustee on such date;

second, to the Builder, an amount equal to the unpaid balance of the Purchase Price for the Units as shown in such invoice; and

third, to such persons and in such amounts as shall constitute elements of the Purchase Price (as shown on the Certificate of Cost) not payable to the Builder pursuant to the Purchase Order as evidenced by invoices of the Builder for the Units;

(v) issue to each Loan Participant (or its designee) an Equipment Trust Certificate in the amount and otherwise as provided in Section 3.02.

(b) The Trustor hereby authorizes and directs the Trustee to, and the Trustee agrees that on the Final Payment Date it will, subject to due compliance with the terms of Section 4.02(b):

(i) make payment, to the extent received by the Trustee, in funds of the type received from the Participants, to the Builder in an amount equal to the Final Payment for the Units as shown in an invoice from the Builder delivered to the Trustee on or prior to the Final Payment Date and certified correct by Lessee in the supplementary Certificate of Cost delivered to the Trustee on such date;

(ii) if the Loan Participants shall participate in the Final Payment for the Units, issue to each Loan Participant (or its designee) an Equipment Trust Certificate in the amount and otherwise as provided in Section 3.02.

SECTION 4.02. (a) The obligation of the Trustee to take the actions required by Section 4.01(a) on the Closing Date shall be subject to the following conditions precedent:

(i) the Trustee shall have received notice of the Closing Date in accordance with Section 2(a) of the Finance Agreement;

(ii) the Trustee shall have received the Certificate of Cost from Lessee; and

(iii) the Trustee shall have received the full amount of the Trustor's and each Loan Participant's Commitments pursuant to Section 1(a) of the Finance Agreement.

(b) The obligation of the Trustee to take the actions required by Section 4.01(b) on the Final Payment Date shall be subject to the following conditions precedent:

(i) the Trustee shall have received notice of the Final Payment Date in accordance with Section 2(b) of the Finance Agreement;

(ii) The Trustee shall have received the supplementary Certificate of Cost from Lessee; and

(iii) the Trustee shall have received the full amount of the Trustor's and, if applicable, each Loan Participant's portion of the Final Payment pursuant to Section 1(b) of the Finance Agreement.

ARTICLE V

Receipt, Distribution and Application of Income From the Trust Estate

SECTION 5.01. Except as otherwise provided in Sections 5.03 and 9.04, each payment of Basic Rent as well as any payment of interest on overdue installments of Basic Rent received by the Trustee at any time shall be distributed by the Trustee on the Rental Payment Date with respect to which payment was received or if such payment is not received on or before such Rental Payment Date as soon thereafter as it shall be received, in the following order of priority: first, so much of such payment as shall be required to pay in full the aggregate amount of the payments of interest only or principal and interest (as well as any interest on overdue principal or interest) then due on the Certificates shall be distributed to the holders of the Certificates ratably without priority of one over the other; and second, the balance, if any, of such payment remaining thereafter shall be distributed to the Trustor.

SECTION 5.02. Except as otherwise provided in Section 5.03:

(i) any payment received by the Trustee as the result of the sale of obsolete or surplus Units pursuant to Section 8(a) of the Lease, as well as any payment received by the Trustee from Lessee with respect to such Units pursuant to Section 8(b) of the Lease, and

(ii) any payment received by the Trustee from Lessee pursuant to Section 7(a)(i) of the Lease as the result of a Casualty Occurrence, as well as any insurance, condemnation or other payment referred to in Section 9(b) of the Lease received directly or through Lessee, to the extent such payment is not required to be paid to Lessee pursuant to said Section 9(b),

shall be distributed promptly upon receipt by the Trustee in the following order of priority: first, so much of such payment as shall be required to reimburse the Trustee for any expenses (to the extent not previously reimbursed) in connection with any such sale or with the collection or distribution of such payment shall be distributed to the Trustee; second, the balance of such payment, until payment in full of the aggregate unpaid principal amount of all Certificates, plus interest and premium, if any, shall be distributed to the holders of the Certificates ratably, without priority of one over the other; third, in the manner provided in clause "second" of Section 5.03; and fourth, the balance, if any, of such payment remaining thereafter shall be distributed to the Trustor; provided, however, that in the case of a Casualty Occurrence affecting less than all Units then subject to the Lease, the principal amount of Certificates to be prepaid as a result thereof shall be in proportion to the ratio of the Adjusted Purchase Price of the Units affected by such Casualty Occurrence to the Adjusted Purchase Price of all Units subject to the Lease immediately prior to such Casualty Occurrence, and the phrase "principal amount of all Certificates" in clause "second" of this Section shall be deemed to refer to the principal amount of Certificates to be so prepaid.

SECTION 5.03. All payments received and amounts realized by the Trustee after the Trustee shall have declared the Lease to be in default pursuant to Section 14 of the Lease, as well as all payments or amounts then held or thereafter received by the Trustee as part of the Trust Estate while such declaration remains in effect, shall be distributed promptly upon receipt by the Trustee in the following order of priority: first, so much of such payments or amounts as shall be required to reimburse the Trustee for any tax, expense or other out-of-pocket loss incurred by the Trustee and for the reasonable remuneration of the Trustee (to the extent not previously reimbursed or paid) shall be distributed to the Trustee; second, so much of such payments or amounts as shall be required to reimburse the holders of the Certificates for pay-

ments, together with interest thereon at the rate of 9 7/8% per annum, made to the Trustor pursuant to Section 6.03(b) (to the extent not previously reimbursed) shall be distributed to the holders of the Certificates ratably, without priority of one over the other, in accordance with the amount of the payment or payments made by each such holder pursuant to Section 6.03(b) and applicable, as provided in said Section, to the Certificates held by such holder at the time of distribution by the Trustee; third, so much of such payments or amounts as shall be required to pay in full the aggregate unpaid principal amount of all Certificates then outstanding, plus the accrued but unpaid interest and premium, if any, thereon to the date of distribution, shall be distributed to the holders of such Certificates ratably, without priority of one over the other; and fourth, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Trustor.

SECTION 5.04. Except as otherwise provided in Section 5.03, all payments received by the Trustee from Lessee pursuant to Section 12(b) of the Lease shall be distributed promptly upon receipt by the Trustee to the Trustor.

SECTION 5.05. Except as otherwise provided in Section 5.03, any payments received by the Trustee for which provision as to the application thereof is made in the Lease or the Finance Agreement shall be applied promptly upon receipt to the purpose for which such payment was made in accordance with the terms of the Lease or the Finance Agreement.

SECTION 5.06. Except as otherwise provided in Sections 5.03, 5.04, 5.05 and 6.03(b):

(a) any payments received by the Trustee for which no provision as to the application thereof is made in the Lease or elsewhere in this Article V, and

(b) all payments received and amounts realized by the Trustee under the Lease or otherwise with respect to the Units (including, without limitation, all amounts realized upon the sale or re-letting of the Units after the termination of the Lease with respect thereto) to the extent received or realized at any time after payment in full of the principal of and interest on all Certificates, as well as any other amounts remaining as part of the Trust Estate after payment in full of the principal of and interest on all Certificates issued hereunder,

shall be distributed promptly upon receipt by the Trustee

in the following order of priority: first, in the manner provided in clause "first" of Section 5.03; second, in the manner provided in clause "second" of Section 5.03; and third, in the manner provided in clause "fourth" of Section 5.03.

ARTICLE VI

Duties of the Trustee

SECTION 6.01. In the event the Trustee shall have actual knowledge of an Event of Default, the Trustee shall give prompt written notice of such Event of Default to each holder of a Certificate and the Trustor by first class certified mail, postage prepaid, unless such Event of Default shall have been remedied before the giving of such notice. Subject to the terms of Section 6.03, the Trustee shall take such action with respect to an Event of Default, including but without limitation waiving such Event of Default or the consequences thereof, as the Trustee shall be directed in writing by a Majority in Interest of Participants. If the Trustee shall not have received instructions as above provided within twenty (20) days after mailing notice of such Event of Default to the holders of the Certificates and the Trustor, the Trustee may, until it shall have received such instructions, refrain from taking any action with respect to such Event of Default. In the event the Trustee shall at any time declare the Lease to be in default pursuant to Section 14 of the Lease, the unpaid principal amount of all Certificates then outstanding with accrued interest thereon shall immediately become due and payable without further act or notice of any kind. For all purposes of this Trust Agreement, in the absence of actual knowledge, the Trustee shall not be deemed to have knowledge of an Event of Default unless notified in writing by Lessee or one or more holders of Certificates or the Trustor, except that the Trustee shall be deemed to have actual knowledge of an Event of Default upon the failure of Lessee to pay any installment of Basic Rent within five (5) days after the same shall become due.

SECTION 6.02. Subject to the terms of Section 6.03, the Trustee shall, but only upon the written instructions at any time and from time to time of a Majority in Interest of Participants, take such of the following actions as may be specified in such instructions:

(i) give such notice or direction or exercise such right or power under the Lease, the Purchase Order or the

Assignment as shall be specified in such instructions, or take such other action as shall be specified in such instructions;

(ii) approve as satisfactory to it all matters required by the terms of the Lease to be satisfactory to it, it being understood that without the written instructions of a Majority in Interest of Participants, the Trustee shall not approve any such matter as satisfactory to it;

(iii) subject to Section 16 of the Lease, after the expiration or earlier termination of the Lease with respect to any Unit, convey all the Trustee's right, title and interest in and to the Units for such amount, on such terms and to such purchaser or purchasers as shall be designated in such instructions, or lease or otherwise dispose of the Units on such terms as shall be designated in such instructions.

SECTION 6.03. (a) The Trustee shall not be required to take any action under Sections 6.01 or 6.02 unless the Trustee shall have been indemnified by the Trustor, in manner and form reasonably satisfactory to the Trustee, against any liability, cost or expense (including counsel fees) which may be incurred in connection with such action; and if a Majority in Interest of Participants shall have directed the Trustee to take any such action, the Trustor agrees to furnish such indemnity as shall be required. The Trustee shall not be required to take any action under Sections 6.01 or 6.02, nor shall any other provision of this Trust Agreement be deemed to impose a duty on the Trustee to take any action, if the Trustee shall have been advised by counsel that such action is contrary to the terms of the Lease or is otherwise contrary to law.

(b) Each holder of a Certificate by its acceptance of such Certificate agrees that if, prior to payment in full of all Certificates issued hereunder, the Trustor shall make any payment to, or deposit with, the Trustee required to be made pursuant to paragraph (a) of this Section, such holder will reimburse the Trustor the ratable share of such payment or deposit applicable to each Certificate held by such holder, such ratable share to be an amount equal to the product obtained by multiplying (A) the amount of such payment or deposit, by (B) the quotient obtained by dividing (i) the aggregate principal amount of loans made by the Loan Participants pursuant to Section 1 of the Finance Agreement, by (ii) the Adjusted Purchase Price, by (C) the quotient obtained by dividing (i) the unpaid principal amount of such Certificate as of the date of such payment or deposit, by (ii) the aggregate unpaid principal amount of all such Certificates issued and outstanding hereunder on such date.

SECTION 6.04. The Trustee shall have no duty or obligation to manage, control, use, sell, dispose or otherwise deal with any Unit or any other part of the Trust Estate, or to otherwise thake or refrain from taking any action under, or in connection with, the Lease or the Assignment or any action with respect to the Units, except as expressly provided by the terms of this Trust Agreement and as expressly provided in written instructions pursuant to Sections 6.01 or 6.02; and no implied duties or obligations shall be read into the Trust Agreement against the Trustee. The Trustee nevertheless agrees that it will, at its own cost and expense, promptly take such action as may be necessary to duly discharge any liens or encumbrances on any part of the Trust Estate which result from claims against the Trustee not related to the ownership of the Units or the administration of the Trust Estate.

SECTION 6.05. The Trustee agrees that it will not manage, control, use, sell, dispose or otherwise deal with any Unit or any other part of the Trust Estate except (i) as required by the terms of the Lease, the Purchase Order and the Assignment, (ii) in accordance with the powers expressly granted to, or the authority expressly conferred upon, the Trustee pursuant to this Trust Agreement or (iii) in accordance with written instructions pursuant to Section 6.01 or 6.02.

SECTION 6.06. To the extent that the Trustee is, for any year, required to file a federal fiduciary tax return in its capacity as trustee under this Trust Agreement, it shall file such return in the form prepared by the Trustor and mail to the Trustor a copy of such return as filed.

ARTICLE VII

The Trustee

SECTION 7.01. The Trustee accepts the trusts hereby created and agrees to perform the same but only upon the terms of this Trust Agreement. The Trustee shall not be answerable or accountable under any circumstances, except for its own willful misconduct or gross negligence.

SECTION 7.02. Except in accordance with written instructions furnished pursuant to Section 6.02 and without limitation of the generality of Section 6.04, the Trustee shall have no duty (i) to see to any recording or filing of the Lease or of this Trust Agreement, or to see to the maintenance of any such recording or filing, (ii) to see to any insurance

on the Units or to effect or maintain any such insurance, whether or not Lessee shall be in default with respect thereto, (iii) except as provided in Section 6.04, to see to the payment or discharge of any tax, assessment or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Trust Estate, (iv) to confirm or verify any financial statements of Lessee or (v) to inspect the Units at any time or ascertain or inquire as to the performance or observance of any of Lessee's covenants under the Lease. Notwithstanding the foregoing, the Trustee will furnish to the Participants and to any registered holder of a Certificate (to the extent the same have not previously been furnished to the Participants or such holders) promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Trustee hereunder, under the Lease or under the Purchase Order or the Assignment (to the extent permitted thereby).

SECTION 7.03. THE TRUSTEE MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY OR FITNESS FOR ANY USE OR PURPOSE OF ANY UNIT OR AS TO ITS TITLE THERETO OR ANY COMPONENT THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNITS WHATSOEVER EXCEPT THAT THE TRUSTEE HEREBY REPRESENTS AND WARRANTS TO EACH PARTICIPANT THAT EACH UNIT SHALL BE FREE OF LIENS AND ENCUMBRANCES WHICH MAY RESULT FROM CLAIMS AGAINST THE TRUSTEE NOT RELATED TO THE OWNERSHIP OF THE UNITS OR THE ADMINISTRATION OF THE TRUST ESTATE OR ANY OTHER TRANSACTION PURSUANT TO THIS TRUST AGREEMENT OR ANY DOCUMENT INCLUDED IN THE TRUST ESTATE.

SECTION 7.04. Monies received by the Trustee hereunder need not be segregated in any manner except to the extent required by law and may be deposited with the Trustee under such general conditions as may be prescribed by law in the general banking department of the Trustee, and the Trustee shall not be liable for any interest thereon.

SECTION 7.05. The Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Trustee may accept a copy of a resolution of the Board of Directors or the Executive Committee, if any, of Lessee, certified by the Secretary or an Assistant Secretary of Lessee as duly adopted

and in full force and effect, as conclusive evidence that such resolution has been duly adopted by said Board or Executive Committee and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Trustee may for all purposes hereof rely on a certificate, signed by the Chairman of the Board, or by the President, or by any Vice President of Lessee, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. In the administration of the trusts hereunder, the Trustee may execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and may, at the expense of the Trust Estate, consult with counsel, accountants, and other skilled persons to be selected and employed by it, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons.

SECTION 7.06. In accepting the trusts hereby created, the Trustee acts solely as trustee hereunder and not in its individual capacity; and all persons, other than the holders of Certificates or the Trustor to the extent provided in Section 7.01, having any claim against the Trustee by reason of the transactions contemplated hereby shall look only to the Trust Estate for payment or satisfaction thereof. Nothing in this Trust Agreement shall prevent Trustee from maintaining its commercial and other banking relations with the Trustor, the holders of Certificates or Lessee.

SECTION 7.07. Except as provided in Article V and Sections 3.09 and 7.09, the Trustee agrees that it shall have no right against the holders of the Certificates, the Participants or, except as specifically provided in this Trust Agreement, the Trust Estate for any fee as compensation for services hereunder.

SECTION 7.08. Any and all exculpatory provisions, immunities and indemnities in favor of the Trustee under this Agreement shall inure to the benefit of the Trustee in its capacity as such, as Lessor under the Lease and as Assignee under the Assignment.

SECTION 7.09. The Trustee shall, to the extent not provided for under any applicable provisions of Section 6.03, be entitled to receive from the Trustor reasonable compensation as determined by the Trustee and reimbursement

for its expenses and disbursements (including compensation and expenses of its counsel, accountants or other skilled persons and all other persons not regularly employed by the Trustee) in connection with its responsibility hereunder. In the event unusual duties or responsibilities are imposed on the Trustee hereunder, including without limitation duties and responsibilities on the occurrence of an Event of Default, sale or other disposition of a Unit or Units, instigation of a lawsuit or claim, or any other reason, the Trustee shall, to the extent not provided for under Section 6.03, be entitled to receive from the Trustor additional compensation, reasonable in regards to its additional duties or responsibility, and reimbursement for its reasonable expenses and disbursements as set forth above. The obligation of the Trustor to make any payment pursuant to this Section 7.09 is subject to the same exceptions as set forth in Section 8.01.

SECTION 7.10. When used in this Trust Agreement, the term "actual knowledge" of the Trustee shall mean the actual knowledge of (i) the chairman or vice chairman of the Board of Directors, the president, any vice president, secretary, or (ii) any trust officer or any other employee administering the Trust Estate.

ARTICLE VIII

Indemnification by Trustor

SECTION 8.01. The Trustor hereby agrees, whether or not any of the transactions contemplated hereby shall be consummated, to assume liability for, and to indemnify, protect, save and keep harmless the Trustee, its successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Trustee (whether or not also indemnified against by Lessee under the Lease or under the Finance Agreement or also indemnified against by Builder or any other person) in any way relating to or arising out of this Agreement, the Certificates, the Lease, the Finance Agreement, the Purchase Order or the Assignment or the enforcement of any of the terms of any thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Unit (including, without limitation,

latent and other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Trust Estate or the action or inaction of the Trustee hereunder, except (i) expenses resulting from willful misconduct or negligence on the part of the Trustee in the performance of its duties hereunder, and (ii) expenses resulting from the breach of any representation or warranty contained in Section 7.03 or in Section 6(e) of the Finance Agreement, provided that nothing herein contained shall obligate the Trustor to make any payment to the Trustee hereunder if the Trustee has received funds from Lessee or the Builder in indemnification of such expenses in the amount demanded from the Trustor. The indemnities contained in this Section shall survive the termination of this Agreement.

SECTION 8.02. The Trustor hereby agrees to indemnify and hold harmless all holders from time to time of Certificates from and against any reduction in the amount payable out of the Trust Estate to such holders in respect of such Certificates or other loss, cost or expense reasonably incurred by such holders as a result of the imposition or enforcement of any lien or claim against the Trust Estate by any taxing authority because of nonpayment by the Trustor of taxes imposed or measured by the net income of the Trustor by such taxing authority; provided, however, that upon any payment by it pursuant to this Section 8.02 the Trustor shall be subrogated, after the prior payment in full of all amounts payable under the Certificates, to the rights of the holders of the Certificates in respect of any amount in the Trust Estate which shall not have been paid out to such holders as a result of the imposition or enforcement of any such lien or claim.

ARTICLE IX

Transfer of Trustor's Interest

SECTION 9.01. The Trustor shall not assign, convey or otherwise transfer any of its right, title or interest in and to this Agreement, the Trust Estate or the Finance Agreement; provided, however, that the Trustor may, subject to the receipt by the Trustee of an opinion of counsel reasonably satisfactory to it (who may be counsel to the Trustor) as to compliance with the restrictions recited in Section 6(b) of the Finance Agreement, convey to any person (hereinafter referred to as the "transferee") all, but not less than all, of its right, title and interest as the Trustor in and to this Agreement, the Trust Estate and the Finance Agreement, provided

(i) the transferee enters into an agreement or agreements in form and substance satisfactory to the Trustee and counsel to the Loan Participants, whereby such person confirms that it shall be deemed a party to the Finance Agreement and a party to this Trust Agreement and agrees to be bound by all the terms of, and to undertake all of the obligations of the Trustor contained in, the Finance Agreement and this Trust Agreement, (ii) the Trustor assumes the risk of any adverse tax consequences to the Trustor resulting from such conveyance and (iii) that, if the transferee is not a bank or lending institution with a combined capital and surplus of at least Twenty-Five Million Dollars (\$25,000,000), the Trustor shall, (x) unless the requirement of a tax indemnification agreement shall have been waived by the holders of more than fifty (50) percent in aggregate principal amount of Certificates pursuant to Section 9.02, enter in a tax indemnification agreement, in form and substance satisfactory to counsel to the Loan Participants, with the Trustee for the benefit of the holders of the Certificates pursuant to which the Trustor will indemnify and hold harmless all present and future holders of Certificates, from and against any reduction in the amount payable out of the Trust Estate to such holders in respect of Certificates, or other loss, cost or expense incurred by such holders, as a result of the imposition or enforcement of any lien or claim against the Trust Estate by any taxing authority because of the nonpayment by the transferee of taxes imposed on or measured by the net income of the transferee by such taxing authority and (y) remain jointly and severally liable with the transferee for its obligations under Section 8.01. Under any such conveyance by the Trustor to the transferee as above provided, such transferee shall be deemed the Trustor for all purposes hereof, and shall be deemed to have invested all the Trustor's Commitment and portion of the Final Payment in the Units, and each reference herein to the Trustor shall thereafter be deemed a reference to the transferee.

SECTION 9.02. Any Trustor proposing to transfer its interests hereunder pursuant to Section 9.01 shall give written notice to the Trustee, specifying the name and address of the proposed transferee and specifying the facts necessary to determine whether or not the holders of the Certificates are entitled to tax indemnification in respect of such transfer pursuant to subclause (x) of clause (iii) of the proviso to the first sentence of Section 9.01 and the Trustee shall promptly notify each holder of a Certificate in writing of the proposed transfer, requesting each holder of a Certificate to notify the Trustee in writing whether or not it requests such tax indemnification, if the holders of Certificates are entitled to

such indemnity. Any such holder which has not notified the Trustee within thirty (30) days after such notice from the Trustee shall be deemed to have waived such tax indemnification. Not later than five (5) days after the end of such thirty-day period the Trustee shall notify the Trustor whether or not tax indemnification in respect of such transfer has been waived by holders of more than fifty (50) percent in aggregate principal amount of Certificates outstanding as of the date of such notice from the Trustee.

SECTION 9.03. At any time after the occurrence and during the continuance of an Event of Default and upon the written request of the Trustor, each holder of a Certificate agrees that it will, upon receipt from the Trustor of an amount equal to the aggregate unpaid principal amount of all Certificates then held by such holder, together with accrued interest (and premium, if any) thereon to the date of payment, plus all other sums then due and payable to such holder hereunder or under the Finance Agreement, the Lease and such Certificates, forthwith sell, assign, transfer and convey to the Trustor all of the right, title and interest of such holder in and to the Trust Estate, the Finance Agreement, this Trust Agreement and all Certificates held by such holder, and the Trustor shall assume all of such holder's obligations under the Finance Agreement. If the Trustor shall so request, such holder will comply with all the provisions of Section 3.07, at the Trustor's expense, to enable new Certificates to be issued to the Trustor in such denominations as the Trustor shall request. All charges and expenses required pursuant to Section 3.09 in connection with the issuance of any such new Certificate shall be borne by the Trustor.

SECTION 9.04. Unless there shall have occurred and be continuing an Event of Default under Section 13 of the Lease, upon Lessee's failure to make any payment of Basic Rent when the same shall have become due, the Trustor may pay to the Trustee, prior to the later of the expiration of ten (10) days or the expiration of the grace period, if any, with respect to such event provided for in Section 13 of the Lease, an amount equal to any principal and interest (including interest, if any, on overdue payments of principal and interest) then due and payable on the outstanding Certificates and such payment by the Trustor shall be deemed to cure any Event of Default which otherwise would have arisen from such failure of Lessee; upon such payment by it the Trustor shall be subrogated to the rights of the holders of the Certificates in respect of such payment of Basic Rent and payment of interest on account of its being overdue, and, notwithstanding Section

5.01 hereof, shall, upon written notice to the Trustee by the Trustor and if no other Event of Default shall have occurred and be continuing, and if all principal and interest payments due on the Certificates at the time of receipt by the Trustee of such payment of Rent have been paid, be entitled to receive such Basic Rent and such interest upon receipt thereof by the Trustee; provided, however, that in the event that the principal of and interest on the Certificates shall have become due and payable pursuant to Section 6.01 hereof, such subrogation shall be subordinate to the rights of the holders of the Certificates in respect of such payment of Basic Rent and such interest prior to receipt by the Trustor of any amount pursuant to such subrogation, and provided, further, however, that the Trustor will not seek to recover any such payment (or any amount in lieu thereof) except pursuant to the foregoing right of subrogation.

ARTICLE X

Successor Trustee

SECTION 10.01. (a) The Trustee or any successor thereto may resign at any time without cause by giving at least thirty (30) days' prior written notice to the Trustor and each holder of a Certificate. In addition, a Majority in Interest of Participants may at any time remove the Trustee without cause by an instrument in writing delivered to the Trustee, the Trustor and each other holder of a Certificate. Any such resignation or removal shall only become effective upon the appointment as hereinafter provided of a successor Trustee and the acceptance of such appointment by such successor Trustee. In the case of the resignation or removal of the Trustee, a Majority in Interest of Participants may appoint a successor Trustee by an instrument signed by such Majority in Interest of Participants. If a Majority in Interests of Participants shall not have appointed a successor Trustee within thirty (30) days after such notice of resignation or removal, the Trustee, the Trustor or any holder of a Certificate may apply to any court of competent jurisdiction to appoint a successor Trustee to act until such time, if any, as a successor shall have been appointed by a Majority in Interest of Participants as above provided. Any successor Trustee so appointed by such court shall immediately and without further act be superseded by any successor Trustee appointed by a Majority in Interest of Participants within one year from the date of the appointment by such court.

(b) Any successor Trustee, whether appointed by a court or by a Majority in Interest of Participants or otherwise, shall execute and deliver to the predecessor Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor Trustee in the trusts hereunder with like effect as if originally named as a Trustee herein; but nevertheless, upon the written request of such successor Trustee, such predecessor Trustee shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of such predecessor Trustee, and such predecessor Trustee shall duly assign, transfer, deliver and pay over to such successor Trustee any property or moneys then held by such predecessor Trustee upon the trusts herein expressed.

SECTION 10.02. Any successor Trustee, however appointed, shall be a bank or trust company duly authorized to conduct a trust business in the Commonwealth of Pennsylvania and having a combined capital and surplus of at least Twenty-Five Million Dollars (\$25,000,000).

SECTION 10.03. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Trustee may be transferred, shall, subject to the terms of Section 10.02, be the Trustee under this Trust Agreement without further act.

ARTICLE XI

Supplements and Amendments to This Trust Agreement And Other Documents

SECTION 11.01. At any time and from time to time, upon the written request of a Majority in Interest of Participants, (i) the Trustee shall execute a supplement hereto for the purpose of adding provisions to, or changing or eliminating provisions of this Trust Agreement as specified in such request, provided that the Trustor shall also execute the same and (ii) the Trustee shall enter into such written amendment of or supplement to the Lease, the Assignment or the Purchase Order as Lessee or the Builder, as the case may be, may agree to and as may be specified in such

request, or execute and deliver such written waiver or modification of the terms of the Lease, the Assignment or the Purchase Order as may be specified in such request; provided, however, that, without the consent of the Trustor and each holder of a Certificate then outstanding no such supplement to this Agreement or amendment of or supplement to the Lease, the Assignment or the Purchase Order, or waiver or modification of the terms of any thereof, shall (i) modify any of the provisions of this Section or of Sections 6.01 or 6.02 or the definition of Majority in Interest of Participants, (ii) reduce the amount or extend the time of payment of any amount owing under any Certificate or alter or modify the provisions of Article V hereof with respect to the order of priorities in which distributions thereunder shall be made as between the holders of Certificates and the Trustor, (iii) reduce, modify or amend any indemnities in favor of the Participants (except that the indemnities contained in Section 12(b) of the Lease may be modified with the consent of the Trustor only), (iv) reduce the amount or extend the time of payment of the Basic Rent, Termination Value or Casualty Value of any Unit as set forth in the Lease, or (v) modify, amend or supplement the Lease or consent to any assignment of the Lease, in either case releasing Lessee from its obligations in respect of the payment of the Basic Rent, Termination Value or Casualty Value for any Unit or changing the absolute and unconditional character of the obligations of Lessee as set forth in Section 20 of the Lease.

SECTION 11.02. If in the opinion of the Trustee any document required to be executed pursuant to the terms of Section 11.01 affects any immunity or indemnity in favor of the Trustee under this Trust Agreement or the Lease, the Trustee may in its discretion decline to execute such document.

SECTION 11.03. It shall not be necessary for any written request of the holders of Certificates or the Trustor furnished pursuant to Section 11.01 to specify the particular form of the proposed document to be executed pursuant to said Section, but it shall be sufficient if such request shall indicate the substance thereof.

SECTION 11.04. Promptly after the execution by the Trustee of any document entered into pursuant to Section 11.01, the Trustee shall mail, by certified mail, postage prepaid, a conformed copy thereof to the Trustor and each holder of a Certificate at its address last known to the Trustee, but the failure of the Trustee to mail such con-

formed copies shall not impair or affect the validity of such document.

ARTICLE XII

Miscellaneous

SECTION 12.01. Except as expressly herein provided, this Trust Agreement and the trusts created hereby shall terminate and this Trust Agreement shall be of no further force or effect upon the sale or other final disposition by the Trustee of all Units at any time part of the Trust Estate and the final distribution by the Trustee of all monies and other property or proceeds constituting part of the Trust Estate in accordance with the terms hereof, provided that at such time the Certificates shall have been paid in full.

SECTION 12.02. Neither the Trustor nor any holder of a Certificate shall have legal title to any part of the Trust Estate. No transfer, by operation of law or otherwise, of any Certificate or other right, title and interest of any holder of a Certificate in and to the Trust Estate or hereunder shall operate to terminate this Trust Agreement or the trusts hereunder or entitle any successor or transferee of such holder to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

SECTION 12.03. Any sale or other conveyance of any Unit by the Trustee made pursuant to the terms of this Trust Agreement or of the Lease shall bind the Trustor and the holders of the Certificates and shall be effective to transfer or convey all right, title and interest of the Trustee, the Trustor and such holders in and to such Unit. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Trustee.

SECTION 12.04. Nothing in this Trust Agreement, whether express or implied, shall be construed to give to any person other than the Trustee, the Trustor and the holders of the Certificates any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any Certificate; but this Trust Agreement and the Certificates shall be held to be for the sole and exclusive benefit of the Trustee, the Trustor and the holders of the Certificates.

SECTION 12.05. Unless otherwise expressly specified or permitted by the terms hereof, all notices shall be in writing, mailed by certified mail, postage prepaid, and (i) if to the Trustee, addressed to it at its corporate trust department at 17th and Chestnut Streets, Philadelphia, Pennsylvania 19103, Attention: Corporate Trust Department, and (ii) if to the Trustor or any holder of a Certificate, addressed to it at the address set forth in the Finance Agreement or as it shall have furnished in writing to the Trustee. Whenever any notice in writing is required to be given by the Trustee, the Trustor or any holder of a Certificate to any of the other of them, such notice shall be deemed given and such requirement satisfied if such notice is mailed in compliance with the terms of this Section.

SECTION 12.06. Any provision of this Trust Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12.07. No term or provision of this Trust Agreement or any Certificate may be changed, waived, discharged or terminated orally, but, except as provided in Section 11.01, only by an instrument in writing signed by the party or other person against whom enforcement of the change, waiver, discharge or termination is sought; and any waiver of the terms hereof or of any Certificate shall be effective only in the specific instance and for the specific purpose given.

SECTION 12.08. This Trust Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Trustee and its successors and assigns and the Trustor and its successors and, subject to Article IX, its assigns. Any request, notice, direction, consent, waiver or other instrument or action by any holder of a Certificate shall bind the successors and assigns of such holder.

SECTION 12.10. The table of contents and the headings of the various Articles herein are for convenience of reference

only and shall not define or limit any of the terms or provisions hereof.

SECTION 12.11. This Trust Agreement shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity and performance; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written and to be delivered in the Commonwealth of Pennsylvania.

ATTEST:

[seal]

UNITED STATES TRUST COMPANY
OF NEW YORK,
Trustor

Charles H. Franks III
Assistant Secretary
ASSISTANT TREASURER

BY:

Jackson Pea
Vice President

ATTEST:

[seal]

PROVIDENT NATIONAL BANK,
Trustee

Joseph Testeniere
Assistant Secretary

By:

John W. McLaughlin
Vice President

STATE OF NEW YORK

:

SS:

COUNTY OF NEW YORK

:

On this 3rd day of July, 1975, before me personally appeared JACKSON REAM, to me personally known, who, being by me duly sworn, did depose and say that he resides at 19 PARK LANE; that he is a VICE PRESIDENT of United States Trust Company of New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors.

DENNIS M. QUIRK
Notary Public, State of New York
No. 3187470
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1977

Dennis M. Quirk
Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

:

SS:

COUNTY OF PHILADELPHIA

:

On this 3rd day of July, 1975, before me personally appeared JOHN W. McLAUGHLIN, to me personally known, who, being by me duly sworn, says that he is a Vice President of Provident National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association. I hereby certify that I am not a director, officer or stockholder of said association.

Marcia Sperry
Notary Public

My Commission Expires: 9/19/77